

UNITED STATES DISTRICT COURT
Southern District of New York

STARLIGHT MARITIME LTD.,

Plaintiff,

-against-

PRODPROGRAMMA IMPULS LTD.,

Defendant.

08-CIV-5542 (GBD)

**NOTICE OF MOTION TO COMPEL
ARBITRATION AND TO STAY
ACTION PENDING ARBITRATION**

PRODPROGRAMMA IMPULS LTD.,
Defendant.

Defendant, Prodprogramma Impuls Ltd., by its attorneys Cooper, Brown & Behrle, P.C., on the declaration of Sandra Gale Behrle, dated July 24, 2008, the Memorandum of Law, and all prior pleadings and proceedings had herein, moves this Court pursuant to 9 U.S.C. §§ 3 and 8 for an order compelling plaintiff to proceed with arbitration and staying the action pending said arbitration.

Answering papers, if any, shall be served in accordance with Fed. R. Civ. P. and the court's rules within ten (10) days of receipt of this Notice.

Dated: New York, New York
July 24, 2008

COOPER, BROWN & BEHRLE, P.A.C.

By: Sandra Gale Behrle
Sandra Gale Behrle (SGB-4652)
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Attorneys for Defendant
PRODPROGRAMMA IMPULS LTD.

To:

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UNITED STATES DISTRICT COURT
Southern District of New York

-----x
STARLIGHT MARITIME LTD., :
Plaintiff, : 08-CIV-5542 (GBD)
: :
-against- : **DECLARATION**
: :
PRODPROGRAMMA IMPULS LTD., :
Defendant. :
:-----x

Sandra Gale Behrle, declares under penalties of perjury:

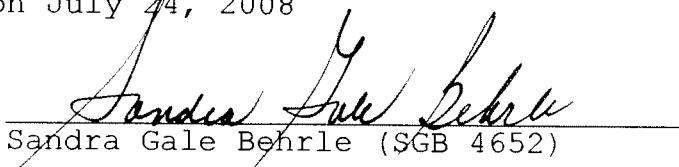
1. I am an attorney duly admitted to practice before the courts of the State of New York and this Court. I represent the defendant Prodprogramma Impuls Ltd.

2. Annexed hereto is a true copy of the Charter Party between the parties to this action. Clause 31 at page 4, says in pertinent part:

"all disputes to be settled at maritime arbitration court of Chamber and industry, Moscow under Russian law."

3. Plaintiff has acknowledged that the underlying dispute must be arbitrated in Moscow under Russian law. Verified Complaint, ¶12.

Signed at New York, New York on July 24, 2008



Sandra Gale Behrle (SGB 4652)



Elena Shipping Agency Co. Ltd

www.elenaship.com

80, V. Abraamov str.
690000, Vladiivostok, Russia
tel. +7 (4232) 200300
fax. +7 (4232) 200900

Tue, July 31, 2007

port of Vladivostok

FIXTURE RECAP

**TODAY IT IS MUTUALLY AGREED AND CONFIRMED - TTL 1 PAGE - BETWEEN
STARLIGHT MARITIME LTD AS OWNERS, AND PRODPROGRAMMA IMPULS LTD AS CHARTERS
UNDER THE FOLLOWING TERMS AND CONDITIONS:**

MY. KY FORTUNE -
6691.32GWT TWEEN DECKER, 1985BLT
CLASS HKK, PANAMA FLAG
GRT / NRT : 5543 / 2310
LOA X BM : 101.7 X 18.8M
GR / BL CAPA : 13951 / 11847M3
2HO / 2B, DERR 4 X 1ST

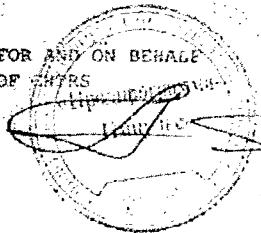
FOR

- ACCOUNT: PRODPROGRAMMA IMPULS LTD
- CARGO ABT 6,000MT UP TO FULL AND COMPLETE CARGO IN CHTRS OPTION. BGRICE, SP 1.4 CSM KOG
- LAYCAN 01-05 AUG 2007 FOR BRK
- LOADING PORTS : 1 SA BKK (2000 MT) + 1 SA HCMC (4000 MT)
- DISCHARGE PORT: 1 SA NAKHODKA
- L/RATE: 1000MT PWMD SHEX UD AT BRK
1500MT PWMD SHEX UD AT HCM
- D/RATE: 1000MT PWMD SHEX UD
- FRT: USD 38.00 PMT FIOS BASIS 2/1
FRT SHALL BE DEEMED AS FULL EARNED BY OWNERS UPON LOADED ONBOARD, DISCOUNTLESS, NON-RETURNABLE, WHETHER CCO AND/OR VSL LOST OR NOT.
- 100 % FRT PAYMENT LESS COMM TO BE PAID W/I 5 BDAYS AFTER COMPLETE OF LOADING BUT BBB
- DEM/DEM: US\$6000/ FREE DESP - LAYTIME REVERSIBLE
DEM IF ANY TO BE SETTLED W/I 7DAYS AFT COMPLETION OF DISCRG.
- LASHING/SECURE/DUNNAGE THE CHTRS A/C.
- LIGHTERAGE/LIGHTENING, IF ANY AT LOAD/DISCH PORT, TO BE FOR CHTRS ACT/RISK/TIME.
- FUMIGATION IF ANY TO BE CHTRS ACT / TIME AT BENDS WHICH TO BE INCLUDED AS LAYTIME
- IF ANY TAXES/DUES ON VESSEL/FREIGHT TO BE FOR OWNERS ACCOUNT,
AND SAME ON CARGO TO BE FOR CHARTERS ACCOUNT.
- CAP IF ANY TO BE FOR CHARTERERS ACCOUNT.
- CHTRS AGENTS BOTH ENDS:
 - AT BANGKOK - PANAMAX CO., LTD
 - AT HCMC - VIETFRACHT
 - AT NAKHODKA - VIRA CO., LTD
- OTHER TERMS AS PER CHTRS EXECUTE CP - MV "PACIFIC BREEZE"
- 3.75% TTL INCLG ADD COMM ON FRT/DFRT/DEM TO BE LESSED FROM FRT IN
ACCORDANCE WITH ELENA SHIPPING INVOICE.

FOR AND ON BEHALF
OF OWNER



FOR AND ON BEHALF
OF CHTRS



**RIDER CLAUSES TO M.V."PACIFIC BREEZE"
CHARTER PARTY DD 22 JUNE 2007**

20/ vsl's description clause

mv PACIFIC BREEZE

general cgo ship, flag Cambodia, crew Russian, built 1972 in Russia
loa/lbp/bm 136.8/125.0/17.8 grt/nrt 6,662/3,058 rt
dwt 7,700mt on summer draft 7.5m,
4 ho/4 ha – gr/bl capa 11,650/10,730 cbm
other dtls as per attached file (pages)

owner : Pacific Shipping and Trading Co., usa

owners guarantee that the performing vessel will be fully p+i covered (with all current premiums paid) for all risks (including for cargo claims) and is not subject to any known breach of club rules and will remain so covered for the duration of this voyage via an internationally recognised insurance/p+i club

from the date of coming into force of the international code for the security of ships and of port facilities and the relevant amendments to solas (the isps code) and thereafter during the currency of this charter party the owners shall procure that the vessel and "the company" (as defined in the isps code) shall comply with the requirements of the isps code

owners warrant that the performing vessel/carrier/owner/disponent owners/managers will always be in conformity with applicable laws relating to the load/discharging countries and any waters/countries vessel transits through to perform this voyage. owners to be fully responsible for all costs/consequences if in violation of this warranty

vsl to proceed at top service speed - 11 knots in good weather

vessel shall not change ownership without charterers' written consent

vessel to have adequate, effective electric ventilation system on board suitable for carrying bagged rice

21/ loading and discharging clause

cargo is tb loaded by ships gear at the rate of
- 300 mt per gear pwwd shex uu per weather working day – for hcmc
- 250 mt per gear pwwd shex uu – for bkk or khscg
owners guarantee maximum 3 workable hook/gang simultaneously

cargo is tb discharged by shore cranes free of expense to vessel at the rate of 1000 mts bss 3 workable hook/gang shinc per weather working day .

shifting/lighterage for chtrs time and acnt at both ends

shore crane if any tbf chtrs acnt

22/ hold condition & inspection clause

the vessel's hold(s) to be suitable for the type and quantity of cgo tb loaded under this

**RIDER CLAUSES TO M.V."PACIFIC BREEZE"
CHARTER PARTY DD 22 JUNE 2007**

charter party and no cargo to be loaded in deep tanks and or other inaccessible places. stevedores, although appointed and paid for by shippers and/or receivers, shall load , stow and discharge under the direction and control of the master who will be responsible for proper stowage and the seaworthy trim, of the vessel and considered as servants of the vessel.

charterers/shippers shall have the liberty to arrange for holds confirmed inspection, as they may require prior to loading at loadport in order to ascertain that the vessel meet the warranties.

vessels hold(s) to be properly swept, cleaned free of any residues of previous cargoes /rust scale/odours/dead and alive insects and dried to charterers and/or shippers satisfaction before notice of readiness can be tendered.

if cargo holds do not meet the warranties and are rejected confirmed shippers/surveyors, owners to arrange immediately holds cleaning for their own risk/time/expenses. all time lost from the moment of rejection until final acceptance to be for owners account.

in case of a dispute the ruling of an independent surveyor shall be binding, and the expenses of the surveyor to be for the account of the losing party

23/ hatches condition & Inspection clause

vessel to have hydraulic mc gregor hatch cover. opening and closing of hatches to be performed by crew.

vessel have fitting hatch covers, weather-deck hatches, man-holes, etc to be absolutely watertight

chtrs have option to carry out hose test or chalk test on hatch covers prior to commencement of loading. such test if all ok tbf chtrs time a/c but if failed tbf ownrs time and acct, also ownrs have to provide sealing materials

24/ tally clause

shore tally if required by charterers will be charterers a/c - shipside tally tbf owners account

25/ notices clause

at each loading port and discharging port the vessel is not to tender notice of readiness until she is in every respect ready to load or discharge. written notice (or by cable) to be given during office hours only (0800 to 1700 hrs every day excluding, sundays and holidays or local equivalent).

notices are to be given by master to the following parties:
charterer's brokers - elena shpg agcy, vlati and load or disport agent(s)

the following notices to be sent to the above 2 parties as follows -

-a/ on fixing - giving detail of vessel's present position (including place/agents

**RIDER CLAUSES TO M.V."PACIFIC BREEZE"
CHARTER PARTY DD 22 JUNE 2007**

details/cargo on board) and a detailed itinerary - thereafter to send an updated approximate notice for loadport every 24 hours followed by 72/48/24 hours definite notice.

-b/ on sailing from loadport giving quantity of cargo loaded and estimated arrival draft at disport with a detailed itinerary of the voyage - thereafter to send an updated approximate notice for disport/s every 24 hours followed by 72/48/24 hours definite notice. at any time during the vessel's voyage, any change/delay of more than 12 hours from the previous notice of eta should be sent immediately to the above parties with a revised eta if owners or master fails to give any definite notices, loading or discharging laytime will be extended by 24 weather working hours

26/demurrage & dispatch clause

demurrage, if any, at loading and discharging port to be paid at the rate of usd 2,000.00 per day or pro rata part of a day /free dispatch. Laytime reversible.

demurrage at bends to be settled within 10 banking days after dischng completion and presentation of calculations with copy of sof/nor duly signed by master and cgo's shipper/receiver attached.

27/ agents clause

charterers agents both loading ports sub reasonable pda -

hcmc - vietfracht co.,ltd
khscg or bangkok - panamax co.,ltd

Owners agent at discharging port - oib nakhodka

owners to make their own financial arrangements with the agents at ports of loading and charterers shall not be responsible for any delays to the vessel caused by owners failure to comply with this clause.

28/ fumigation clause

charterers have the liberty to fumigate the cargo on board at loadg or dischng port. at loadg port owner allow to chtrs free total 12 hrs of daytime (since 0700 till 1800) for fumigants putting into holds and all 'non-dangerous' certificates delivery on board. crew's accommodation in hotel during this time not required by owrs.

any time since 1800 till 0700 used for waiting fumigants putting not to count as laytime. owners confirmed that vsl should sail immediately fm loadg port upon fumigants putted into holds and all 'non-dangerous' certificates delivered on board. chtrs pay extra bonus usd500 together with a.frt for vsl's immediate sailing fm loadg port. otherwise owrs allow to chtrs 48 hrs free fumigation time at loadg port after fumigants putted into holds. crew's transportation fm ship to hotel and hotel's accomodation tbf charterers account. crew's meal tbf owrs acct.

at discharging port owner allow to chtrs total 08 official working hours free for quarantine formalities due to fumigants putting in hold.

**RIDER CLAUSES TO M.V.'PACIFIC BREEZE'"
CHARTER PARTY DD 22 JUNE 2007**

29/ freight payment clause

freight payment : 100% ocean freight less commission to be paid within 5 (five) banking days after loading completing in hcmc and sign b(s)/l marked 'frt payable as per c/p' or 'frt prepaid' at chopt - upon the receipt of the bank slip owns will release the b/l, always bbb.

usd 0.50/mt tb paid additionally by charterers in case of vsl have to call Vladivostok for custom/quarantine formalities

30/ custom/quarantine formalities clause

charterers have option to direct vsl to Vladivostok for cgo's custom/quarantine formalities only - chtrs to nomi/pay their own agt and ordinary port charges for such purpose - owner allow total 2 running days for such call not to count as laytime.

31/ cargo release clause

If original bs/l not available at discharge port upon vsl arrival, the owners/master to allow discharge/release of cargo against receiver l.o.i. only as per standard owns pri club form.

second set of bill of lading to be issued at discharging port upon charts' request against l.o.i with collection of 1st set of b/l and 100 pct frt payment.

32/ taxes clause

all taxes/dues/charges on cargo at loading/discharging ports to be for shippers / receivers / charterers account. Same on vsl to be for owners acct.

any taxes on freight to be for owners account.

31/ arbitration clause

g/a as per york/antwerp rules as amended 1990-english law to apply

all disputes to be settled at maritime arbitration court of chamber and industry, Moscow under Russian law.

32/ comission clause

comm 3.75 pct ttl to be paid by charterers in accordance with broker's invoice -

on freight/deadfreight tb lessed fm 100pct o/frt and to be remitted simultaneously with o/frt remittance

on demurrage(if any) tb lessed fm final amount mutually agreed between owners and chtrs

33/ original charter party clause

this fixture comes into effect upon mutually agreed fixture recap duly signed by both

**RIDER CLAUSES TO M.V."PACIFIC BREEZE"
CHARTER PARTY DD 22 JUNE 2007**

parties - it can be acceptable by fax with signature and stamp

3 (three) originals charter-party to be issued by chtrs broker and to be duly signed/stamped by both parties as soon as possible but latest before vsl's arrival to dischrg port

34/ confidential clause

all negotiations/trade along with this fixture to be strictly treated private and confidential and not to be reported to any third party

end of clauses

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CERTIFICATE OF SERVICE

I do hereby certify that I have delivered a true and correct copy of the foregoing document to the following addressee at the address stated by depositing same in the United States mail, first class postage prepaid, this _____ day of July 2008:

Claurisse Campanale Orozco
Thomas L. Tisdale
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New York, NY 10036
Telephone: 212.354.0025
Facsimile: 212.869.0067
Email: corozco@tisdale-law.com
ttisdale@tisdale-law.com

Attorneys for Plaintiff
Starlight Maritime Ltd.



Sandra Gale Behrle (SGB 4652)